

ARTICLE 13
ASSIGNMENT AND TRANSFER

A. Definitions.

1. **Assignment.** An assignment is the particular job to be performed within a work location, on an assigned shift and schedule as directed by the Employer.
2. **Reassignment.** A reassignment is a change of assignment of a classified employee effected upon the Employer's initiative in accordance with Section C. of this Article.
3. **Relocation.** Relocation is the reassignment of an employee by management involving the mandatory change of personal residence.
4. **Transfer.** A transfer is a permanent change of assignment of an employee covered by this Agreement which is initiated by the employee.
5. **Original Vacancy.** A vacancy is a new or existing unfilled, permanent assignment which the Employer seeks to fill. A position from which an employee has been laid off is not a vacancy for purposes of transfer .
6. **Secondary Vacancy.** A secondary vacancy is a vacancy arising directly as the result of an employee being selected from the vacancy transfer list to fill the original vacancy.
7. **Subsequent Vacancies.** A subsequent vacancy is a vacancy which results from the filling of a secondary vacancy in accordance with this Article.
8. **Work Location.**
 - a. Labor and Trades- Work Location shall be defined as all the premises of a Department in a county, unless otherwise agreed to by the parties in a secondary level negotiation, except that each of the following shall be considered a separate location:
 1. A building or related group of buildings with twenty-five (25) or more employees in the Bargaining Unit.
 2. A building or group of buildings which constitutes a facility in the Departments of Community Health, Corrections, Human Services, and Education.
 3. In the Department of Corrections and the Department of Community Health, a "work location" is defined as (1) a facility, (2) multiple facilities

that have shared services, or (3) facilities in close proximity to one another, not to exceed a distance of two miles.

- b. **Safety And Regulatory** - Work location is a county or a facility within a county, or in those instances where employees have a geographic area of assignment larger than a county, the geographic area of assignment shall be considered the work location. In the Department of Corrections, the geographic area of assignment for Fire Safety Inspectors shall be one of three regions as agreed to by the parties. It is the intent of the Department of Corrections to minimize non-primary duties of the classification as changes in the number and location of positions occur. This definition shall be the subject of secondary negotiations at the request of either party.

9. **Work Site.**

Safety And Regulatory For the purpose of this Article each of the following shall be considered a separate work site:

1. A building within a work location;
2. A building or group of buildings which constitute a Facility of the Departments of Community Health, Corrections, Human Services and Education, or organizational field unit in the Department of Natural Resources;
3. In metro-Lansing area, the various administrative office locations for each Department shall be considered as a single work site.

This definition shall be the subject of secondary negotiations at the request of either party.

10. **Work Unit.**

Labor And Trades Where applicable, establishment of work units will be discussed at secondary negotiations.

11. **Seniority.** For purposes of this Article seniority shall be as defined in Article 11.

12. **Qualified.** For purposes of this Article, except as provided in Section D., an employee shall be deemed qualified if he/she is actively employed on a permanent basis in satisfactory status in the same Department and Civil Service classification as the vacancy.

B. General.

1. An employee shall be given thirty (30) calendar days written notice prior to the effective date of any reassignment involving a mandatory change in residence, or change in work location in excess of twenty (20) miles from the employee's present work location. If operational requirements are such that the employee is required to report to the employee's new assignment before the thirty (30) day period expires, the employee's eligibility for travel, lodging, and meal allowances shall be extended by the same period of time the employee is required to report early.
2. Where reassignment with relocation is contested, the employee will accept the reassignment and will be entitled to reimbursement for travel expenses in accordance with the State Standardized Travel Regulations up to a maximum of one-hundred eighty (180) days while the appeal is being processed.
3. Reassignment of employees shall not be made in an arbitrary or capricious manner. The employer will attempt to minimize the negative impact upon the employee affected by the reassignment.
4. Initial assignments and transfers are not grievable.
5. Reassignments will not be executed solely for disciplinary purposes.
6. When filling the original and secondary vacancies, the Employer will use seniority as the basis for transfer, unless otherwise specified in this contract. Adequate and timely notice shall be made available to all employees of this Unit eligible to transfer to a vacancy.

C. Assignment-Reassignment.

1. **Right of Assignment.** Except as provided in this Article, the Employer shall have the right and responsibility to assign employees to and within an Agency or work location within their classification. In filling a vacancy the Employer shall continue to have the right to assign or reassign a qualified employee subject only to the provisions of this Article.
2. **Other Assignment.**
 - a. Prior to utilizing provisions of Section D of this Article, the Employer may reassign an employee, within the employee's work site/unit, provided that such reassignment does not require a shift change. In reassigning an employee from one work location to another or one work site/unit to another, or from one assignment to another requiring a change in shift, the Employer shall reassign the most senior qualified volunteer, if any. If there is no volunteer, then the Employer shall reassign the least senior qualified employee, who has not been reassigned across shifts or between work locations, within the immediately preceding twelve (12) month period.

- b. The Employer will not reassign an employee to another classification if such assignment would require compensation in a lower pay range. At work sites/unit having multiple shifts, a redistribution of employees between shifts, provided that there is no net gain of employees, shall be accomplished by voluntary transfers of qualified employees by seniority from the other shifts at that work site/unit. Failing to meet operational requirements via these transfers, the Employer will reassign the least senior qualified employee, whenever possible, who has not been reassigned across shifts within the immediately preceding twelve (12) month period. To maintain a balance of experienced employees in a manner requiring transfer out-of-line seniority on a shift, agreements will be sought through the appropriate level Labor-Management Meetings. An employee who refuses a reassignment to another county shall not have such refusal treated as a layoff, however, he/she shall be entitled to recall rights.
 - c. When the employer has a need to assign an employee(s) from one work location to another or within a location, from one facility to another, all travel shall be by the most direct route. Travel in excess of the distance to the employee's official work station shall be considered time in pay status and reimbursable in accordance with State Standardized Travel Regulations (Article 43, Section T). This provision shall not apply to a permanent change of assignment.
 - d. Within the Department of Transportation, the parties agree that the matter of temporary assignments, and associated travel expenses, that are the result of assignments to and from winter maintenance/summer operation will be a proper subject for secondary negotiations.
- 3. Employee Conduct Reassignment.** An employee may be reassigned when an employee's conduct or actions have been such that the employee's continued presence in a work site/location will be detrimental to the continued effectiveness of the work site/location or, the employee will be seriously hampered in the effective performance of the employee's duties. An employee conduct reassignment may be requested by the employee or initiated by the Employer. Any employee conduct reassignment requested by the employee shall not be grievable. Reassignment shall not be executed solely for disciplinary purposes.
- 4. Employee Demotion.** The Employer may fill a position by either voluntary or involuntary demotion, of an employee in the Bargaining Unit, prior to transferring or recalling employees.
- 5. Relief Assignment.** Relief assignments may be made on a day-to-day basis by the Employer in order to insure and establish adequate staffing within an assignment or work location. Relief assignments may be utilized by the

Employer as a regular assignment. In the Labor and Trades Bargaining unit, this shall not be done to avoid the payment of overtime. In the Safety and Regulatory Unit current practice for use of relief assignments shall continue unless modified in secondary negotiations.

6. Temporary Assignment.

- a. **Labor and Trades Unit.** The Employer may temporarily fill a vacancy to fulfill operational requirements, including using employees from a layoff list without being bound by the procedure of Section D of this Article. Such temporary assignments shall not exceed ninety (90) calendar days per calendar year. In the MDOT such temporary assignment shall not exceed one hundred twenty (120) calendar days per calendar year without the mutual agreement of the parties.
- b. **Safety and Regulatory Unit.** The Employer may temporarily fill a vacancy to fulfill operational requirements, including using employees from a recall list without being bound by the procedure of Section D. of this Article. Such temporary assignment(s) or reassignment(s) shall not exceed Ninety (90) calendar days per calendar year. Except for the Office of Inspector General of the Department of Human Services, temporary assignment(s) or reassignment(s) shall not exceed one hundred eighty (180) calendar days in a calendar year, unless extended by mutual agreement by the parties. However, temporary reassignments at work sites or locations outside the employee's permanent work location or county containing the employee's permanent work site will make the employee eligible for travel and meal allowances.
- c. The employer shall give preference in making temporary assignment(s) or reassignment(s) to most-senior qualified volunteers.

Where there are no qualified volunteers the employer will likewise assign or reassign the least senior qualified employee.

7. Labor & Trades-Winter Maintenance Assignments-MDOT Only. The Michigan Department of Transportation shall post at each respective work location and shall furnish to the MSEA a list of employees identified as being subject to winter maintenance assignment annually, no later than August 30th.

The parties agree that the process for employees within MDOT who are temporarily assigned subject to winter maintenance operations within the Michigan Department of Transportation will be a proper subject of Secondary Negotiations.

The parties agree that this process will only apply to those employees within MDOT who are temporarily assigned annually for the purpose of winter maintenance operations.

8. Limits to Reassignment. An employee shall not be subject to reassignment requiring mandatory relocation of residence more than once in any three (3) year period except:

- a. By mutual agreement between the Employer and the employee;
- b. In cases of employee conduct reassignment;
- c. Within the Department of Community Health, reassignment shall be confined to a Facility.

D. Transfer.

1. General. Except as provided in Article 12, Section F, permanent vacancies in classifications at work locations shall be filled in accordance with the provisions of this Article. The qualifications of employees applying for a transfer within their current classification and work location shall be given consideration in accordance with the following:

- a. Whether the employee's experience and performance indicate overall ability to perform the work required in a satisfactory manner;
- b. Employees on authorized sick leave for a period of more than two (2) weeks, from the time the Employer seeks to fill the vacancy or employees on leave of absence will be considered unavailable;
- c. Sub-class code (selective certification requirements) or valid occupational requirements in accordance with Article 12, Layoff and Recall.
- d. Should the Employer raise a question of the physical fitness of an employee to perform required work, the employee will not be held to a higher standard of fitness than that which is currently necessary to secure employment in the particular classification.
- e. The procedure for tiered transfer priorities and transfer across shifts within the same work location shall be a proper subject for secondary negotiations.

2. Vacancy Transfer List. Employees shall be entitled to express an interest in transfer to other work locations, work sites and/or work units to which they would like to transfer within their current classification which would allow them to retain their same level. The issue of transfer priorities shall be a proper subject for secondary negotiations. The issue of transfers within work locations, work sites

and/or work units of less than fifty (50) Bargaining Unit employees shall be a proper subject of secondary negotiations only upon mutual agreement of the parties. The Employer will establish vacancy transfer lists from which original and secondary vacancies will be filled by qualified employees. Such vacancy transfer lists shall be based upon the seniority list provided for under Article 11, Seniority.

Requests for transfers shall be made on the appropriate form and sent to the Personnel Office. Lists will be updated on the first of each month. To be included on the lists, transfer requests must be received by the Personnel Office by the 20th of the preceding month. Lists of work locations and their classifications shall be made available for review by employees. The issue of notice to employees of the creation of a new work site, work location and/or work unit is a proper subject for secondary negotiations. Transfer lists established as a result of such requests will expire annually on September 30. The Employer shall provide notice to employees no later than September 15 that transfer lists (or hardship transfer requests) established by this Agreement are expiring on September 30.

Employees submitting transfer requests, shall indicate a maximum of three (3) desired work sites, work locations and/or work units by county designation or other appropriate designations as determined in secondary negotiations.

In notifying the applicant(s) on the vacancy transfer list, the Employer shall furnish the employee the classification, work location, valid occupational or sub-class code (selective certification) requirements, and scheduled work days of the vacancy.

3. Original Vacancies. Except as provided in article 12, section F., original vacancies shall be filled by transfer of one of the three (3) most senior qualified employees who have applied for the vacancy by properly designating the work location(s) (which includes shift) of the vacancy on the vacancy transfer list provided for in sub-section 2. above. Such transfer requests shall be submitted to the personnel office in writing. If there are less than three (3) qualified employees on the vacancy transfer list the Employer shall appoint one of the remaining qualified employees on the transfer list. In the Department of Corrections, Correctional Facilities Administration and the Department of Community Health, transfer requests from outside the Agency shall only be considered when there are no qualified employees from the Agency on the transfer request list..

4. Secondary Vacancies. Secondary vacancies shall be filled in the same manner as original vacancies.

5. Subsequent Vacancies. The Employer may fill subsequent vacancies at the work location where such vacancies occur by means other than the vacancy

transfer list. Such methods include reassignment, reinstatement, rehire, return from LOA, promotion and demotion.

Requests for transfers from outside the department shall be considered before new-hires, inter-classification transfers, placement of trainees, and volunteers.

The Employer may make involuntary reassignments to subsequent vacancies in accordance with Section C.3. of this Article shall only be by inverse seniority from the work location of the Employer's choice.

6. Absence of Applicants on Vacancy Transfer List. In the event that there are no qualified applicants on a vacancy transfer list for the work location in which an original or secondary vacancy occurs, and/or in the event that there are qualified applicants but none has accepted an offer of appointment to the vacancy from the vacancy transfer list, the original or secondary vacancy shall be filled as though it were a subsequent vacancy.

7. Removal from Vacancy Transfer List. An employee who has designated a preference for one or more work locations may voluntarily remove his/her name from any vacancy transfer list for such work locations by providing the Employer written request at any time prior to an offer of appointment being made by the Employer to the employee. The name of an employee who declines an offer of appointment from the vacancy transfer list shall be removed from the vacancy transfer list for the work location in which the offered vacancy is located. An employee departing on vacation may furnish the Employer, prior to departure, a written indication of the priority order of one or more (up to three) of the employee's designated work locations on the vacancy transfer list which he/she will accept upon return from vacation. If such a vacancy arises during the period of the scheduled vacation, the vacancy will be held open for the employee who shall be obligated to accept it.

8. Limitations. The Employer shall not be required to consider:

- a. An initial or continuing probationary employee;
- b. Employees with an unsatisfactory service rating, or who have received a disciplinary suspension within one year preceding the date of the transfer request, or during the period between the application date and the date the employee is considered for transfer;
- c. Employees who have been transferred as the result of a transfer request, or transferred or reassigned as a result of an Employee Conduct Transfer Reassignment, any time during the immediately preceding twelve (12) month period;
- d. Employees who have declined, or failed to respond to Three (3) offers of transfer within the immediately preceding Twelve (12) month period;

e. **Safety and Regulatory** Employees who do not possess the particular qualifications for the assignment, including but not limited to:

- (1) Special job skills;
- (2) Physical requirements;
- (3) Selective certification requirements;
- (4) Specialized qualification requirements determined in secondary negotiations.

9. **Hardship Transfers.** Legitimate hardship transfer requests to vacancies at another work location submitted by MSEA shall be honored where the Appointing Authority determines that a hardship exists and that to do so will not impair the operating effectiveness of the Department or any sub-unit thereof. For purposes of this Subsection, hardship means health condition of an employee or an employee's immediate family (as defined as in Article 40 Section b requiring the employee's presence or availability in another location for an extended period of time. All hardship transfer requests shall be in writing to the employee's Appointing Authority and clearly set forth the circumstances of the hardship. Transfer requests will expire annually on September 30. Such transfer shall be given priority over other voluntary transfer requests. MSEA agrees that the approval of such hardship transfer by the Appointing Authority shall not be grievable if done in accordance with the provision of this Subsection.

10. **Correcting of Staffing Imbalance.** Where the Employer seeks to correct a staffing imbalance between or within work locations or work sites, the Employer may consider transfer requests from an over staffed work site/work location prior to considering transfer requests from other work sites. When the Employer intends to utilize this provision the Employer shall give MSEA prior notice and shall, upon request, meet with MSEA to discuss the details of such action.

11. **Exchange Transfer.** An exchange transfer may take place upon agreement of involved employees, the Employer and MSEA.

E. **Expense Reimbursement.** Employees who are reassigned with relocation under the provisions of this Article shall receive reimbursement for incurred moving expenses in accordance with Article 37 of this Agreement. In addition, they shall be allowed travel, lodging, and meal allowances in accordance with the State Standardized Travel Regulations. If the Employer conducts interviews related to this Article, an employee selected for interview shall be allowed necessary and reasonable release from assigned duties and travel time without loss of pay or benefits. Nothing in this Article shall preclude a Department from paying expenses on a transfer with relocation.